

# MAGNOLIA

## THE NO PAIN NO GAINES GIVEAWAY OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. The 2021 No Pain No Gaines Giveaway (the "Giveaway") is sponsored by Magnolia Market, LLC, 601 Webster Avenue, Waco, Texas 76706 (the "Sponsor"). This Giveaway is governed by these official rules ("Official Rules"). The Giveaway is subject to all federal, state and local laws and regulations and is void where prohibited by law.

**GIVEAWAY PERIOD:** The Giveaway begins on or about March 1, 2021 at 12:01am Central Time ("CT") and ends at March 5, 2021, at 11:59pm CT ("Entry Period"). All entries must be received during the Entry Period.

**HOW TO ENTER:** There are two (2) ways to enter this Giveaway:

- (1) **Book Pre-Order.** You will be automatically entered into the Giveaway when you pre-order a copy of the book No Pain, No Gaines by Chip Gaines from [www.magnolia.com](http://www.magnolia.com) during the Entry Period. If you pre-ordered a copy of the book No Pain, No Gaines by Chip Gaines from [www.magnolia.com](http://www.magnolia.com) before the Entry Period, you will be automatically entered in the Giveaway.
- (2) **Electronic Entry.** To enter the Giveaway for free without pre-ordering the book No Pain, No Gaines by Chip Gaines, visit <https://magnolia.com/no-pain-no-gaines-giveaway> and follow the on-screen instructions to complete the entry form (which include your phone number and email) during the Entry Period. All fields must be completed.

Incomplete submissions are void. Limit one (1) entry per person, regardless of method of entry. Additional attempts to submit an entry from the same person with multiple identities, email addresses, or by another means are void and may result in disqualification. Proof of submission is not proof of receipt. Entries will not be acknowledged or returned. No responsibility is assumed for illegible, lost, late, damaged, incomplete, misdirected, or stolen entries. Participation constitutes entrant's full and unconditional agreement to these Official Rules and to judge's decisions, which are final and binding in all matters related to the Giveaway. Winning a prize is contingent upon fulfilling all requirements set forth herein. Use of any macro, bot, script or other automated means to submit entries is prohibited. Each entry will be deemed submitted by the authorized account holder of the email account associated with the entry. An "authorized account holder" is defined as the natural person to whom the email address is assigned by an internet service provider, online service provider or other organization that is responsible for assigning email addresses for the domain associated with the submitted email address.

**ELIGIBILITY RESTRICTIONS:** The Giveaway is open only to legal residents of the United States who are eighteen (18) years of age or older at the time of entry, unless otherwise specified. Employees of Sponsor, its officers, directors, subsidiaries, affiliates, general sponsors, promotional partners, their respective subsidiaries, affiliates, parent companies, members of the immediate families (defined as spouse, child, sibling, parent, or grandparent), and members of the households (whether related or not) of any of the above are NOT eligible to participate or win in this Giveaway. Participants agree to abide with any applicable federal, state, local laws and regulations. Sponsor reserves the right to verify the eligibility of any winner.

**WINNER SELECTION:** The winners of the Giveaway will be randomly selected in a drawing on or about March 5, 2020 from among all eligible entries. The odds of winning depend on the number of eligible entries received during the Entry Period. Potential winners will be notified using the contact information provided at the time of entry. No liability is assumed for any winner notification that is lost, intercepted or not received by a potential winner for any reason. Failure to respond to any winner notification by April 16, 2021 may result in disqualification and selection of an alternate winner. Potential winners may be required to execute an Affidavit of Eligibility, a Liability Release, and (where legal) a Publicity Release. Failure to comply when requested may result in disqualification and selection of an alternate winner.

**PRIZES:** Ten (10) prize packages are available, each consisting of the following items: (a) \$1,000 cash; (b) a \$500 Visa gift card to assist with travel expenses; (c) a \$250 Magnolia Market gift card; (d) a one (1) night stay (standard accommodations, double-occupancy) for winner and one (1) guest at a hotel of Sponsor's choosing near Waco, TX; (e) a special event guided tour of Magnolia Market's grounds on Friday, September 24, 2021; (f) meal

for winner and guest at special event dinner at Magnolia Table in Waco, TX on Friday, September 24, 2021; and (g) meal for winner and guest at special event breakfast on the Magnolia Market rooftop in Waco, TX on Saturday, September 25, 2021. Approximate retail value (“ARV”) of the prize is \$3,500. Air and ground transportation are not included. Any difference between actual value and advertised value will not be awarded. Prize is non-transferable and no cash equivalent or substitution is offered, except at the Sponsor’s sole discretion. The Sponsor reserves the right to substitute the prize (or portion thereof) of equal or greater value if the advertised prize (or portion thereof) becomes unavailable. Any winner or other person taking part in the trip who is a minor under the laws of his/her place of residence must be accompanied by parent or legal guardian who also must execute all documents on behalf of the minor. The mention of the prize components or any other product or service in any advertisement or text does not mean the products or services have been tested, endorsed or approved by Sponsor. All dates are subject to change. If winner cannot attend any event on the date(s) specified in the prize description (or as otherwise specified by Sponsor), prize will be forfeited and may be awarded to an alternate winner, time permitting. Each winner acknowledges the Released Parties (as defined below) do not make, nor are in any manner responsible for any warranty or representations of any kind, expressed or implied, in fact or in law, relative to the quality, conditions, fitness or merchantability of any aspect of the prize.

Each winner is solely responsible for the payment of all federal, state and local taxes and all meals, beverages, transportation or other expenses or costs relating to the prize not expressly set forth above. Selection of hotel shall be at the discretion of Sponsor. Each Winner and his/her guest must have valid travel documents to check in to a hotel (e.g., government issued I.D., passport, major credit card, etc.) along with any other travel requirements in order to travel prior to departure, including but not limited to, any required vaccination and/or proof of negative COVID testing. Each Winner and his/her guest are solely responsible for satisfying all legally required conditions of travel. Accommodation is subject to availability. Sponsor is not responsible for (or liable for any expenses incurred as a consequence of) any delay, postponement, or cancellation or any events or travel, including delays or cancellation of travel due to pandemic restrictions. If any events are cancelled or become unavailable, the remainder of the prize package will be awarded as the complete prize. Stay at the hotel is subject to the hotel’s standard terms and policies.

**Prize Conditions:** Sponsor may conduct a background check to confirm eligibility and compliance with these rules. By entering, you agree to cooperate reasonably with any such background check. Failure to cooperate may result in disqualification and selection of an alternate winner. If a potential winner or potential guest has engaged in or does engage in any conduct that could damage the reputation or business of any sponsor, as determined by Sponsor in its discretion, the potential winner may be disqualified and the prize may be awarded to an alternate winner, time permitting. Each potential winner and potential guest must also comply with all requirements for proper and appropriate behavior during any prize-related activities or events, including but not limited to special event dinner or breakfast. Any inappropriate behavior, as determined by Sponsor in its sole discretion, may result in removal from any activity or event.

**LIMITATION OF LIABILITY AND RELEASE:** BY PARTICIPATING IN THIS GIVEAWAY, ENTRANTS AGREE TO THESE OFFICIAL RULES AND FURTHER AGREE THAT SPONSOR, SPONSOR'S AFFILIATES, AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, SUCCESSORS, ASSIGNS; AND EACH OF ALL OF THE FOREGOING’S RESPECTIVE OFFICERS, DIRECTORS, OWNERS, SHAREHOLDERS, MEMBERS, MANAGERS, PARTNERS, PRINCIPALS, EMPLOYEES, AGENTS AND REPRESENTATIVES (COLLECTIVELY "RELEASED PARTIES") WILL HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY RESULTING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM AWARDED, ACCEPTANCE, POSSESSION, MISUSE, OR USE OF A PRIZE, ENTRY, OR PARTICIPATION IN THIS GIVEAWAY OR IN ANY PRIZE RELATED ACTIVITY OR IN ANY PROMOTION RELATED ACTIVITY (IN EACH CASE, INCLUDING BUT NOT LIMITED TO TRAVEL), OR ANY CLAIMS BASED ON PUBLICITY RIGHTS, DEFAMATION OR INVASION OF PRIVACY, OR MERCHANDISE DELIVERY. THE RELEASED PARTIES ARE NOT RESPONSIBLE IF ANY PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, OR TERRORISM.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS GIVEAWAY, INCLUDING THE PRIZE, IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

**PUBLICITY:** EXCEPT WHERE PROHIBITED BY LAW, EACH PRIZE WINNER GRANTS TO SPONSOR, AND THOSE ACTING PURSUANT TO ITS AUTHORITY, THE RIGHT AND PERMISSION TO PRINT, PUBLISH, BROADCAST, AND USE, WORLDWIDE IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, INCLUDING BUT NOT LIMITED TO THE WORLD WIDE WEB, AT ANY TIME OR TIMES, PRIZE WINNER'S NAME, PORTRAIT, PICTURE, VOICE, LIKENESS, ENTRY, AND BIOGRAPHICAL INFORMATION FOR ADVERTISING, TRADE, AND PROMOTIONAL PURPOSES (INCLUDING THE ANNOUNCEMENT OF HIS OR HER NAME THROUGH SOCIAL MEDIA) WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION, OR NOTIFICATION.

**ADDITIONAL RULES:** Entry materials/data that have been tampered with or altered are void. No responsibility is assumed for: (i) lost, late, misdirected, damaged, garbled, incomplete or illegible entries, all of which are void; (ii) error, omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, mobile device, computer, hardware or software malfunctions of any kind, or inaccurate transmission of or failure to receive entry information by Sponsor on account of technical problems; or (iii) any injury or damage to entrant's or any other person's mobile device or computer related to or resulting from participating in any Giveaway.

Sponsor reserves the right to: (i) permanently disqualify from any Giveaway it sponsors any person it believes has intentionally violated these Official Rules; and (ii) suspend, modify or terminate any Giveaway if Sponsor believes, in its sole discretion, that malfunction, error, disruption or damage is impairing or will impair the administration, security, fairness, integrity or proper conduct of any Giveaway.

Sponsor reserves the right to modify, extend, suspend, or terminate the Giveaway in whole or in part, if it determines, in its sole discretion, that the Giveaway is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or other unintended circumstances have impaired the integrity, administration, security, proper play and/or feasibility of the Giveaway as contemplated herein. If the Giveaway is terminated before the designated end date, Sponsor will (if possible) select winner(s) in a random drawing from all eligible, non-suspect entries unaffected by the problem. Inclusion in such drawing shall be each entrant's sole and exclusive remedy in such circumstances.

**DATA:** Information provided by you for this Giveaway is subject to Sponsor's privacy policy located at: <https://support.magnoliamarket.com/hc/en-us/articles/204592859-Privacy-Policy>.

**DISPUTES:** This Giveaway is subject solely to the applicable federal, state and local laws of the United States and is not subject to any laws outside of the United States; provided, however, that, except where prohibited, by participating in the Giveaway entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Giveaway or any prize awarded shall be resolved exclusively by final and binding arbitration under the rules of the American Arbitration Association in an arbitration to be held at the AAA regional office nearest the Sponsor where the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; (b) a judgment upon any such arbitration award may be entered in any court having jurisdiction; (c) to the degree any dispute, claim or cause of action arising out of or connected with this Giveaway or any prize awarded is not subject to arbitration, then it shall be adjudicated exclusively by the appropriate Federal courts located in Dallas, Texas, U.S.A or the state courts located in Waco, Texas, U.S.A; (d) any and all disputes, claims and causes of action arising out of or connected with this Giveaway or any prize awarded shall be resolved individually, without resort to any form of class action; (e) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Giveaway, but in no event attorneys' fees; and (f) under no circumstances will entrant be permitted

to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, and any and all rights to have damages multiplied or otherwise increased, other than for actual out-of-pocket expenses. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Giveaway, shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules (whether of the State of Texas or any other jurisdiction) which would cause the application of the laws of any jurisdiction other than the State of Texas. ***For New Jersey residents, the limitations set forth above are inapplicable where attorneys' fees, court costs, or other damages are mandated by statute.***

**WINNER LIST:** For a list of prize winners' names (available after 5/1/21), please email a request to [bookgiveaway@magnolia.com](mailto:bookgiveaway@magnolia.com).

**SPONSOR:** Magnolia Market, LLC, 601 Webster Avenue, Waco, Texas 76706.